



TAB 3: RFP FORMS

4.3.3 Information to Include Behind Tab 3: RFP Forms.

The forms listed below are attachments to this RFP. Fully complete and return these forms behind Tab 3:

- *Release of Information Form (Attachment A of this RFP)*
- *Primary Bidder Detail & Certification Form (Attachment B of this RFP)*
- *Subcontractor Disclosure Form (one for each proposed subcontractor) (Attachment C of this RFP)*
- *Bid Proposal Certification of Available Resources (Attachment I)*

There are no page limitations for Tab 3.

The following forms are included as part of this response:

- Attachment A: Release of Information Form
- Attachment B: Primary Bidder Detail & Certification Form
- Attachment C: Subcontractor Disclosure Form from our subcontractor S2Tech
- Attachment I: Bid Proposal Certification of Available Resources

Attachment A: Release of Information

(Return this completed form behind Tab 3 of the Bid Proposal.)

Accenture LLP (name of bidder) hereby authorizes any person or entity, public or private, having any information concerning the bidder's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this RFP, to release such information to the Agency.

The bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Agency or may otherwise hurt its reputation or operations. The bidder is willing to take that risk. The bidder agrees to release all persons, entities, the Agency, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

Accenture LLP
Printed Name of Bidder Organization

Signature of Authorized Representative

Date

 _____
Printed Name

Attachment B: Primary Bidder Detail Form & Certification

(Return this completed form behind Tab 3 of the Proposal. If a section does not apply, label it "not applicable".)

Primary Contact Information (individual who can address issues re: this Bid Proposal)	
Name:	[REDACTED]
Address:	[REDACTED]
Tel:	[REDACTED]
Fax:	[REDACTED]
E-mail:	[REDACTED]

Primary Bidder Detail	
Business Legal Name ("Bidder"):	Accenture LLP
"Doing Business As" names, assumed names, or other operating names:	Accenture
Parent Corporation, if any:	Accenture plc
Form of Business Entity (i.e., corp., partnership, LLC, etc.):	Accenture LLP is an Illinois general partnership registered as a limited liability partnership
State of Incorporation/organization:	Illinois
Primary Address:	161 N Clark St, Chicago, IL 60601
Tel:	(312) 693-0161
Fax:	(312) 693-0507
Local Address (if any):	
Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:	1501 S. Mopac Expressway, Suite 300, Austin, TX 78746 5700 S. Mopac Expressway, Bldg. E, Austin, TX, 78749
Number of Employees:	275,000
Number of Years in Business:	24 (Since 1989 as Andersen Consulting and subsequently as Accenture LLP)
Primary Focus of Business:	Consulting, Technology, and Outsourcing
Federal Tax ID:	72-0542904
Bidder's Accounting Firm:	KPMG LLP
If Bidder is currently registered to do business in Iowa, provide the Date of Registration:	Effective January 1, 2001, Corporate Charter Number is 246291
Do you plan on using subcontractors if awarded this Contract? {If "YES," submit a Subcontractor Disclosure Form for each proposed subcontractor.}	YES

Request for Confidential Treatment (See Section 4.1)		
Location in Bid (Tab/Page)	Statutory Basis for Confidentiality	Description/Explanation
Tab 4F / page Tab 4F-2	This information constitutes a trade secret under Iowa law and is except from disclosure pursuant to Iowa Code § 22.7(3) (2012).	The roadmap contains information related to product direction and future releases for our MMIS platform, APHP. As such, we consider it trade secret.

Request for Confidential Treatment (See Section 4.1)		
Location in Bid (Tab/Page)	Statutory Basis for Confidentiality	Description/Explanation
Tab 4F / pages Tab 4F-25-36 and 54-79	This information constitutes a trade secret under Iowa law and is except from disclosure pursuant to Iowa Code § 22.7(3) (2012).	These licensing and maintenance agreements are specific to agreements made between Accenture and our vendors. This information is not in the public domain.
Tab 4G / Attachment K / pages Att K-1 - 159	This information constitutes a trade secret under Iowa law and is except from disclosure pursuant to Iowa Code § 22.7(3) (2012).	Information relating to timing of APHP product functionality/availability has been redacted as this is not in the public domain.
Tab 5 / pages Tab 5-2 - 98	This personally identifiable information is except from disclosure pursuant to Iowa Code § 22.7(18) (2012).	Personally identifiable information (PII) has been removed from resumes and letters of commitment.
Technical Proposal / Multiple Tabs and Pages	This personally identifiable information is except from disclosure pursuant to Iowa Code § 22.7(18) (2012).	PII, including full names and contact information, has been removed throughout the proposal.
Electronic Submittal “Technical Proposal Supporting Information” folder	This information constitutes a trade secret under Iowa law and is except from disclosure pursuant to Iowa Code § 22.7(3) (2012).	In response to RFP section 4.3.4.3, we provide sample training, screenshots, process documentation, and configuration guides that support our proposal regarding the features and functionality of the Attachment K requirements. This information is not in the public domain.

Exceptions to RFP/Contract Language (See Section 4.1)			
RFP Section and Page	Language to Which Bidder Takes Exception	Explanation and Proposed Replacement Language:	<ul style="list-style-type: none"> • Cost Savings to the Agency if the Proposed Replacement Language is Accepted. The Issuing Officer will redact this information prior to providing the form to the technical evaluators.
Accenture LLP agrees in principle with the majority of the terms and conditions proposed by the State in connection with this RFP. Accenture is submitting its proposal on the understanding that the State and			

Accenture will have the opportunity to work together to negotiate the terms and conditions in the RFP in good faith to create a mutually acceptable services agreement. As required by the RFP, this table contains the terms and conditions that Accenture would like to discuss with the State, with an emphasis on making each party accountable for performance of its obligations. We are of course available to answer any questions that the State may have on any of these points. As these terms are very similar to the terms contained in the RFP from the Eligibility project, we have every confidence that we will be able to quickly enter into a mutually beneficial contract for this important project. We believe that you will find us to be reasonable and focused on solutions that recognize the issues that are critical to the State while fairly balancing risk. Note that we have only cited the sections in the main contract, although we would of course make consistent changes to the other agreements as a result of our negotiations. Accenture's APHP COTS product would be licensed under the terms of the software license agreement included with our proposal. As required by the RFP, we are also including third party agreements where applicable.

<p>Accenture will have the opportunity to work together to negotiate the terms and conditions in the RFP in good faith to create a mutually acceptable services agreement. As required by the RFP, this table contains the terms and conditions that Accenture would like to discuss with the State, with an emphasis on making each party accountable for performance of its obligations. We are of course available to answer any questions that the State may have on any of these points. As these terms are very similar to the terms contained in the RFP from the Eligibility project, we have every confidence that we will be able to quickly enter into a mutually beneficial contract for this important project. We believe that you will find us to be reasonable and focused on solutions that recognize the issues that are critical to the State while fairly balancing risk. Note that we have only cited the sections in the main contract, although we would of course make consistent changes to the other agreements as a result of our negotiations. Accenture's APHP COTS product would be licensed under the terms of the software license agreement included with our proposal. As required by the RFP, we are also including third party agreements where applicable.</p>			
N/A	Limitation of Liability	Accenture will only enter into an agreement that contains a reasonable limitation on liability, as was included in the Eligibility contract. The contract should include a mutual disclaimer of consequential and punitive damages. Such limitations are typical in the industry in public services contracts and allow both parties to appropriately manage their risk.	Although we are unable to ascribe a particular reduction to each item individually, Accenture is willing to reduce its price by as much as \$1.3 Million based on the outcomes of contract negotiations of scope, terms and payment schedule. Notwithstanding this price-reduction potential, our offer and the provided bid bond is expressly conditioned on the opportunity to negotiate these items in good faith.
N/A	Changes in Volumes	The parties need to work out an equitable adjustment process to address a material change in anticipated volumes.	See above
N/A	Accounting Services and Custody of Medicaid Funds	The State will retain custody of premiums, payments from providers, and all other Medicaid funds, and the State will control and authorize disbursements from accounts used to make Medicaid payments. Accounting and debt collection services are out of scope.	See above
1.4, 2.8	Insurance	Accenture will provide certificates of insurance for the benefit of the State based on existing corporate policies, which meet or exceed the requirements of sections 1.4 and 2.8 in most respects. Accenture will not agree to a waiver of subrogation, as it is not equitable to require our insurer to cover a liability that is legally determined to not be the fault of Accenture.	See above
1.5, BAA	Business Associate Agreement	Accenture will enter into a reasonable Business Associate Agreement based on	See above

		the requirements of HIPAA as applicable to the scope of Services to be performed.	
2.1, 2.12	Acceptance	“Acceptance Criteria” should be mutually agreed based on the final established requirements or Specifications and Acceptance should be based on material compliance with such Criteria. Reasonable timeframes for review and resolution should be established in the Contract. Acceptance provisions should include parameters for conditional Acceptance and deemed Acceptance in cases where the State fails to timely provide its review and notice, following reasonable opportunity for redress. Deficiencies that are raised subsequent to Final Acceptance are subject to the terms of the applicable warranties or support and maintenance agreements.	See above
1.3.3.8, 2.4.1	Withholding Payments	Payments should only be withheld for the noncompliant portion of the work; payment should be released for those portions that comply with the Contract requirements and are not in dispute. Accenture will not agree to withholding/forfeiture of payments for compliant work.	See above
2.5	Termination	<p>Either party should have the right to terminate for default if the other party commits a material breach and fails to cure within 30 days.</p> <p>In the event of termination the Contractor should be paid for all compliant work performed prior to the termination date, including work in progress. If the Contract is terminated for convenience or the State's default, the Contractor should also be reimbursed for reasonable and substantiated demobilization costs and approved capital expenditures.</p>	See above
2.7	Indemnification	Accenture will indemnify the State against third party claims for bodily injury, death or property damage arising from Accenture's negligent or willful acts. The State's proposed infringement indemnity is acceptable to Accenture, subject to exceptions where the actions of the State cause the infringement.	See above
2.9, 2.17, 2.21	Contractor Confidential	Except for disclosures under FOIA statutes, the State should be held to the same	See above

	Information	<p>standards of confidentiality as the Contractor.</p> <p>Contractor Confidential Information should only be shared with other vendors pursuant to appropriate non-disclosure/confidentiality covenants.</p>	
2.10	Property Rights	<p>Accenture agrees that the State should own the work product, subject to payment and an appropriate license back to Accenture. Each party's rights in its pre-existing and independently developed IP and residuals should be protected.</p>	See above
1.3.2.4, 2.11, 2.25.2	Warranties	<p>Accenture will warrant that deliverables materially conform to the approved design or specifications for 90 days from acceptance (subject to a defined acceptance process) and services are performed in a good and workmanlike manner (although support services will of course apply beyond the warranty period, as described in our Proposal). While we will perform defect resolution for material deficiencies in the configuration, customizations and Iowa-specific interfaces and reports during the warranty period, we will not warrant that software is error free.</p> <p>The warranties in Section 18 are Contractors sole warranties and all other express or implied warranties, including, without limitation, warranties of merchantability and fitness, are expressly disclaimed.</p> <p>For third party products Accenture will pass through the terms of the applicable third party agreement, including any warranties and indemnities, but will not have responsibility for such products greater than the terms of the applicable agreement.</p>	See above
2.13.2	Incorporation of Documents	<p>Delete.</p> <p>The final negotiated terms (Contract) and scope (SOW) should supersede all prior documents. Accenture's proposal constitutes the definitive statement of the services and products that Accenture will provide for the agreed price.</p>	See above

2.13.4, 2.13.28	Compliance with Laws	<p>Each party should comply with all laws applicable to it.</p> <p>State will retain responsibility for providing interpretation of, and direction and guidance to Accenture on how it wants Accenture to comply with all applicable federal and State laws, ordinance and regulations related to the State's implementation and administration of its Medicaid programs and policies.</p> <p>Parties to discuss licensing issues. Accenture's understanding is that the in-scope activities would not require licensure as a third party administrator in Iowa.</p>	See above
1.3.2.3, 2.13.7, 2.15, 2.13.32, 2.18	Change Control	<p>Change orders and amendments to scope and price require mutual agreement.</p> <p>Regulatory changes that impact the cost or schedule and are not addressed by the Software license require a change order.</p> <p>Accenture should only have liability for its performance and the performance of its subcontractors. Accenture's performance is dependent on: (1) appropriate access to the State, including applicable key decision makers, (2) the cooperation of the State and (3) the State's timely performance of its obligations. If the failure or delay of the State, its other contractors, the Federal Government or a third party impacts Contractor's ability to perform or increases its costs, then the Contractor should be excused from performance until such failure is remedied and the Contractor should be entitled to an equitable adjustment to its fees and schedule through a change order. This provision is essential to Accenture entering into a contract for this project.</p> <p>If, after the Contract is signed, it is determined that the RFP or other information provided by the State to the bidders is materially inaccurate or incomplete, the parties will negotiate an equitable through a change order.</p>	See above
2.13.11	Assignment and Delegation	Accenture agrees that it will not independently assign the Contract, but will not agree to limitation on its ability to transact business relating to its corporate	See above

		structure or disposition.	
2.13.22	Time is of the Essence	Accenture will agree to a time is of the essence standard for identified critical milestones/deliverables.	See above
2.13.28	Background Checks	Accenture will perform and certify background checks on its personnel.	See above
2.13.34	Right to Address the Board of Directors or Other Managing Entity	Accenture is willing to grant the State the right to address corporate-level leadership regarding performance concerns, but the Board of Directors are not the applicable audience for such concerns. We propose that the language be applicable to the Chief Executive for the Health and Public Operating Group, the entity that is ultimately responsible for delivery of the project.	See above
RFP 4.3.4.7	Software Licensing and Support	<p>Accenture's solution is not a custom built system. Rather, our solution is based on a combination of COTS and Software as a Service components – each of which is subject to standard commercial licensing and contract terms. In particular, Microsoft products are provided to the State under existing license terms that Accenture does not have authority or the ability to change. We are providing the COTS license and maintenance agreements for APHP (which includes Quantum Choice), as well as certain representative third party agreements for the most significant components of our solution. Upon the State's request, we would be pleased to provide the applicable agreements for the minor components as well.</p> <p>Our approach is fully compliant with 45 CFR 95.617 and Accenture acknowledges that any newly created code that is funded by federal financial participation would be owned by the State. Pre-existing or independently developed software will continue to be owned by Accenture or the applicable third party.</p>	See above

BID PROPOSAL CERTIFICATION

By signing below, Bidder certifies that:

- Bidder accepts and will comply with all Contract Terms and Conditions contained in the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail Form & Certification.
- Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein.
- Bidder does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap;
- No cost or pricing information has been included in the Bidder's Technical Proposal, except the "Cost Savings to the Agency if the Proposed Replacement Language is Accepted" as noted in the Primary Bidder Detail Form. The Issuing Officer will redact this information prior to providing the form to the technical evaluators,
- Bidder has received any amendments to this RFP issued by the Agency;
- Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP;
- The person signing this Bid Proposal certifies that he/she is the person in the Bidder's organization responsible for, or authorized to make decisions regarding the prices quoted and he/she has not participated, and will not participate, in any action contrary to the anti-competitive agreements outlined above;
- Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail Form & Certification. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal;
- Bidder certifies that the Bidder organization has sufficient personnel resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
- Bidder certifies that if the Bidder is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the Agency in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the Agency and contractor to the subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this contract.
- Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier; and,
- Bidder certifies it is either a) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or b) not a "retailer" of a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Bidder also acknowledges that the Agency may declare the bid void if the above certification is false. Bidders may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>.

By signing below, I certify that I have the authority to bind the Bidder to the specific terms, conditions and technical specifications required in the Agency's Request for Proposals (RFP) and offered in the Bidder's Proposal. I understand that by submitting this Bid Proposal, the Bidder agrees to provide services described herein which meet or exceed the requirements of the Agency's RFP unless noted in the Bid Proposal and at the prices quoted by the Bidder. I certify that the contents of the Bid Proposal are true and accurate and that the Bidder has not made any knowingly false statements in the Bid Proposal.

Signature:	
Printed Name/Title:	Managing Director
Date:	November 27, 2013

Attachment C: Subcontractor Disclosure Form

(Return this completed form behind Tab 3 of the Bid Proposal. Fully complete a form for **each** proposed subcontractor. If a section does not apply, label it "not applicable." If the bidder does not intend to use subcontractor(s), this form does not need to be returned.)

Primary Bidder ("Primary Bidder"):	Accenture LLP
Subcontractor Contact Information (individual who can address issues re: this RFP)	
Name:	[REDACTED]
Address:	[REDACTED]
Tel:	[REDACTED]
Fax:	"not applicable"
E-mail:	[REDACTED]

Subcontractor Detail	
Subcontractor Legal Name ("Subcontractor"):	Seven Seas Technologies, Inc.
"Doing Business As" names, assumed names, or other operating names:	S2Tech
Form of Business Entity (i.e., corp., partnership, LLC, etc.)	Corporation
State of Incorporation/organization:	Missouri
Primary Address:	720 Spirit 40 Park Drive, Chesterfield, MO 63005
Tel:	636-530-9286
Fax:	314.754.9839
Local Address (if any):	100 Army Post Road, Des Moines, IA 50315
Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:	720 Spirit 40 Park Drive Chesterfield, MO 63005
Number of Employees:	160+
Number of Years in Business:	16
Primary Focus of Business:	Medicaid systems DDI / maintenance and operations
Federal Tax ID:	43-1778118
Subcontractor's Accounting Firm:	Schmersahl Treloar & Co., PC
If Subcontractor is currently registered to do business in Iowa, provide the Date of Registration:	July 23, 2004
Percentage of Total Work to be performed by this Subcontractor pursuant to this RFP/Contract.	7.6%
General Scope of Work to be performed by this Subcontractor	
<ul style="list-style-type: none"> • Takeover, operations, maintenance, and enhancement of the legacy Core MMIS and ELVS • Data conversion from the legacy Core MMIS to the new Iowa Medicaid Enterprise System • Supplemental staffing in support of Accenture's legacy MMIS takeover and operations; as well as support services for the development, implementation, and operations of the new Medicaid Enterprise Solution 	

Detail the Subcontractor's qualifications for performing this scope of work

S2Tech is an IT Services company that specializes in the development and support of MMIS and related healthcare and human services program solutions for state and federal government agencies. Since 1999, we have provided software design, development, implementation, and support services for Medicaid and related healthcare and human services programs in 26 states and the District of Columbia. Prior to joining S2Tech, our leadership team has led or participated in the development and operation of MMIS solutions in an additional 7 states not serviced by S2Tech, bringing our total State Medicaid experience to 33 states. We have worked with nearly all of the primary systems integrators that support this industry and have broad experience with the tools and technology employed by most organizations.

Today, we provide relevant IT solutions in the areas of data conversion, data integration, testing, business intelligence and portal development. In addition, we support legacy MMIS operations; HIPAA, NPI, 5010, ICD-10 and MITA assessment and remediation projects; as well as system development activities in the Java and .Net environments. In today's Medicaid marketplace, few technical services companies can match S2Tech's MMIS applications experience.

By signing below, Subcontractor agrees to the following:

1. Subcontractor has reviewed the RFP, and Subcontractor agrees to perform the work indicated in this Bid Proposal if the Primary Bidder is selected as the winning bidder in this procurement.
2. Subcontractor has reviewed the Additional Certifications and by signing below confirms that the Certifications are true and accurate and Subcontractor will comply with all such Certifications.
3. Subcontractor agrees that it will register to do business in Iowa before performing any services pursuant to this contract, if required to do so by Iowa law.
4. Subcontractor does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap;

The person signing this Subcontractor Disclosure Form certifies that he/she is the person in the Subcontractor's organization responsible for or authorized to make decisions regarding the prices quoted and he/she has not participated, and will not participate, in any action contrary to the anti-competitive obligations agreements outlined above.

I hereby certify that the contents of the Subcontractor Disclosure Form are true and accurate and that the Subcontractor has not made any knowingly false statements in the Form.

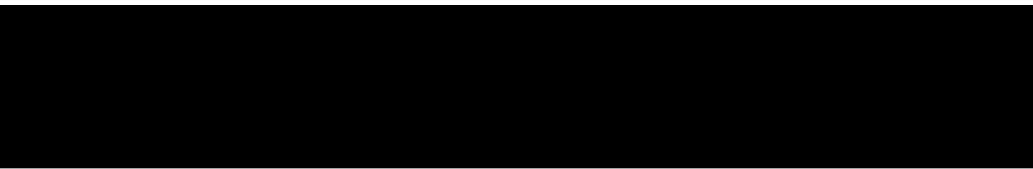
Signature for Subcontractor:		
Printed Name/Title:	[REDACTED]	
Date:		

Attachment I Bid Proposal Certification of Available Resources

CERTIFICATION OF AVAILABLE RESOURCES

I certify that the bidder organization indicated below has sufficient personnel resources available to provide all services proposed by this Bid Proposal. I duly certify that these personnel resources for the contract awarded will be available on and after April 1, 2014.

In the event that we, the bidder, have bid more than one contract specified by this RFP, my signature below also certifies that the personnel bid for this Bid Proposal are not personnel for any other Bid Proposal. If my organization is awarded more than one contract, I understand that the State may agree to shared resource allocation if the bidder can prove feasibility of shared resource.



Name

Date

Managing Director

Title